COUNTY OF SALEM

REQUEST FOR PROPOSAL

MARKETING TOURISM CONSULTANT FOR THE COUNTY OF SALEM

BID OPENING:

11:00 AM PREVAILING TIME
TUESDAY, APRIL 8, 2008 AT THE
SALEM COUNTY PURCHASING DEPARTMENT
SALEM COUNTY ADMINISTRATION BUILDING
94 MARKET STREET, SALEM, NEW JERSEY

CAROL S. WOOTEN
PURCHASING AGENT

BID INVITATION AND NOTICE TO BIDDERS COUNTY OF SALEM, NEW JERSEY

The Salem County Purchasing Agent invites sealed bids for **Providing a Marketing Tourism Consultant** for the County of Salem.

Specifications may be obtained daily between 8:30 AM and 4:30 PM from the Salem County Purchasing Department, Salem County Administration Building, 94 Market Street, Salem, New Jersey, or they will be mailed on telephone request (856) 935-7510, extension 8401.

Bids shall be made on the bid form provided and in the manner prescribed. They shall be enclosed in sealed envelopes bearing the legend, "Bid for Providing a Marketing Tourism Consultant for the County of Salem" on the outside. The bids shall be returned to the Salem County Purchasing Agent by Tuesday, April 8, 2008 at 11:00 AM prevailing time, when they will be opened and read in public. Late bids will not be considered.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27) Affirmative Action and P.L. 1977, C. 33 (N.J.S.A. 52-25-24.2) Corporate Disclosure.

Any questions regarding the specifications prior to the bid opening may be addressed to the Salem County Purchasing Department, Salem County Administration Building, 94 Market Street, Salem, New Jersey, 08079; telephone (856) 935-7510, ext. 8499.

By order of the Board of Chosen Freeholders of the County of Salem, Lee R. Ware, Director.

Carol S. Wooten Purchasing Agent

PROVIDING A MARKETING TOURISM CONSULTANT FOR THE COUNTY OF SALEM

1.0 INTENT

The intent and purpose of this specification is to adequately describe the requirements for providing a Marketing Tourism Consultant for the County of Salem, and to list all requirements necessary for entering into a contract for providing the services described herein or as mutually agreed upon.

1.1 SUBMISSION OF MANDATORY FORMS

All pages of this packet, including the necessary forms to be signed, must be returned with the bid.

1.2 TERMS OF THE AGREEMENT

The contract shall commence along with the issuance of an authorized purchase order from the Salem County Purchasing Department.

1.3 VENDOR INQUIRIES

All inquiries from vendors with respect to this specification shall be directed to the Salem County Purchasing Department, Salem County Administration Building, 94 Market Street, Salem, New Jersey, 08079, telephone (856) 935-7510 x 8499.

1.4 TIE BIDS

The County of Salem reserves the right to award at their discretion to any one of the tie bidders.

1.5 MANDATORY AFFIRMATIVE ACTION COMPLIANCE

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975 C. 127 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

1.6 AMERICAN WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the County of Salem harmless.

1.7 N.J. BUSINESS REGISTRATION CERTIFICATE

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration with their RFP. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

1.8 INSURANCE (Required for this Bid: Yes X No)

The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and such insurance policies have been approved by the Solicitor for the County of Salem. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey.

The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the County of Salem as additional insured. Such Certificate of Insurance shall provide that the insurance company give the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage.

The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

WORKER'S COMPENSATION INSURANCE, including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

GENERAL PUBLIC LIABILITY INSURANCE shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$2,000,000.00 aggregate property damage per accident. (Resolution 94-226, 6/22/94)

AUTOMOBILE LIABILITY INSURANCE shall be required of the successful vendor, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

FAILURE TO ATTACH A CERTIFICATE OF INSURANCE OR TO FULLY EXECUTE THE ATTACHED CONSENT OF INSURANCE FORM AND RETURN SAME WITH THIS BID WILL BE AUTOMATIC GROUNDS FOR REJECTION OF THIS BID.

1.9 NEW JERSEY LAWS

These specifications, instructions to bidders, and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

TECHNICAL SPECIFICATIONS

2.0 SCOPE

The County is interested in entering into a contract with a qualified vendor who is able to provide Tourism Consulting services for the County of Salem as described herein.

Vendors shall provide in this Bid Document their total lump sum price for providing a Marketing Tourism Consultant requested and described herein. The contractor shall not seek, and shall not be reimbursed for any other fee, including, but not limited to, delivery fees, supervision fees, overtime rates, etc.

2.1 DESCRIPTION OF SERVICES

Salem County recently acquired a Tourism Marketing Study from Tofanelli and Associates, Inc. In this study, various recommendations have been suggested. The Contractor who is awarded a contract for a Marketing Tourism Consultant will be required to implement the following recommendations but not limited to:

- a. Identify Salem County as a destination with diverse attractions.
- b. Make Residents of Salem County aware and become knowledgeable and proud ambassadors to their communities.
- c. To make Tourism a transformational component of Salem County's urban and rural development strategies.
- d. Maintain current marketing efforts.
- e. Develop advertising theme.
- f. Develop a slogan and logo to be used in all promotional materials produced by the County.
- g. Integrate existing County marketing materials.
- h. Integrate existing municipal and township marketing materials.
- i. Integrate existing private sector marketing materials.
- j. Respond to media requests.
- k. Review any existing video footage.
- I. Prepare Year 2009 shooting schedule.
- m. Review existing photograph bank.
- n. Shoot additional photographs as needed.
- o. Design new print advertisements.
- p. Design magazine advertisements.
- q. Script television advertisements.
- r. Design billboard advertisements.
- s. Coordinate 1-800 number.
- t. Coordinate free marketing media.
- u. Coordinate the development of a tourism only Web site.
- v. Modify trade show display to reflect County brand.
- w. Outline Community Pride campaign.
- x. Coordinate the development and promotion of tourism packages featuring Salem County.
- y. Interface with State and regional tourism entities, and the Salem County Tourism Advisory Council.
- z. Enhance the business to business market in Salem County.
- aa. Coordinate a Tourism strategy with the 15 Municipalities in Salem County.

Respondents are instructed to indicate in the appropriate area of this Bid Document their total lump sum price for providing a Marketing Tourism Consultant as described herein.

All paperwork submitted for payment shall be submitted to the Deputy Administrator, 94 Market Street, Salem, New Jersey, 08079.

2.2 PAYMENT

A purchase order will be issued from the Salem County Purchasing Department for each received invoice. No other order shall be accepted. With each purchase order, a voucher will be submitted for a Claimant signature. The vendor will sign the voucher and return it to the User Department. Upon receipt of the signed purchase order, the payment will be sent the third Thursday of the following month. Proof of delivery documentation shall be attached to all vouchers submitted for payment.

Please note that Salem County vouchers received by 25th day of a month are normally paid the third Thursday of the following month. Promptness in submitting vouchers is of advantage to the vendor.

OFFICIAL BID SHEET

The Respondent agrees to provide a Marketing Tourism Consultant for the County of Salem in accordance with the General and Technical Specifications detailed and described herein.

Annual Fee for Tourism Consulting Services	\$(Numeric Amount)
(Written Dollar and Cents A	Amount)
Do you have any exceptions to the specifications' the respondent shall list all exceptions on a separ Document.	

BID SUBMITTED FOR:

COMPANY:			
ADDRESS:_			
DID DV:			
שט אוני	(PLEASE PRINT OR TYPE NAME)		
TITLE:		-	
DATE:			
TELEPHONI	E:		
FAX:			
TAXPAYER	IDENTIFICATION NUMBER:		

AFFIRMATIVE ACTION

A. Procurement, Professional, and Service Contracts.

(Required for this Bid: Yes_	<u>X</u>	No_)

When required for Procurement, Professional, and Service contracts, bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color. national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.** 17:27.

AFFIRMATIVE ACTION REQUIREMENTS

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
 - 1. A PHOTOCOPY OF THEIR <u>FEDERAL LETTER OF AFFIRMATIVE ACTION</u> <u>PLAN APPROVAL;</u>

OR

2. A PHOTOCOPY OF THEIR <u>CERTIFICATE OF EMPLOYEE INFORMATION</u> <u>REPORT</u>;

OR

- 3. A COMPLETED <u>AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA 302.</u>
- B. CONSTRUCTION CONTRACTS.

ALL SUCCESSFUL CONTRACTORS MUST SUBMIT <u>WITHIN THREE</u> (3) <u>CALENDAR DAYS</u> OF THE SIGNING OF THE CONTRACT AN <u>INITIAL PROJECT MANNING REPORT AA 201</u> FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

COMPANY NAME:		
SIGNATURE:	 	
TITLE:		

AMERICANS WITH DISIBILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES. The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event the that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The Contractor shall, at his own expense, appear, defend, and pay any and all legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

CONSENT OF INSURANCE COVERAGE

WH	HEREAS,		
Co	s rincipal has submitted a bid to provide goods and/ punty of Salem, and whereas, in order for such b ubmitted therewith;		
and sud	OW, THEREFORE BE IT KNOWN THAT, if the Cound the Principal shall enter into a contract with the such bid, we the undersigned, do hereby state that we set below:	County of Salem in accordance with the terms of	
A.	The insurance to be provided shall be underwritten by a company licensed to conduct business in t State of New Jersey and who also maintains an office in the State of New Jersey.		
B.	Comprehensive General Liability insurance in an amount no less than \$500,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, an \$1,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30 days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.		
C.	Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.0 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, cancellation of such coverage. The County of Salem shall be included as an additional name insured.		
D.	All policies maintained shall name the County of Salem as an additional named insured and sha provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications or cancellation terms of such policies and we shall provide the Office of the County Counsel wit certificates of insurance evidencing such policies and provisions.		
E.	. All required insurance coverage's must be in effect no later than 12:01 A.M., prevailing time, at start of the day of the contract and remain in effect for the duration of the contract, including extensions.		
		PRINCIPAL:	
Sworn to and subscribed Before me on this Day of,		(Bidder's Company Name)	
200	0	(Authorized Signature on Behalf of the Principal)	
NC	OTARY PUBLIC	INSURER:	
		(Insurer's Company Name)	
Му	y Commission expires:	(Authorized Signature on Behalf of the Insurer)	

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business:			
Correspondence Address, including zip code:			
Purchase Order Address, including zip code:			
Payment Address, including zip code:			
Tolophono Numbor:			
Telephone Number:			
ausimie number.			

NON-COLLUSION AFFIDAVIT

State of			
County of	ss:		
I,(Name of Affiant)	residing in		
(Name of Affiant)		(Name of Municipality)	
in the County of	and the State of _	,	of full age, being
duly sworn according to law on	my oath depose and sa	ay that:	
I am(Title or Position)	of the firm		
(Title or Position)		(Name of Firm)	
The bidder making the propose proposal with full authority so that any agreement, participated in competitive bidding in connect contained in said proposal and knowledge that the County of statements contained in this affill. I further warrant that no person secure such contract upon an brokerage, or contingent fee, extending agencies maintained by (N.J.S.A. 52:34-15).	to do; that said bidder any collusion, or othe ction with the above and in this affidavit as Salem in the State of davit in awarding the control of the collusion of selling agency has agreement or under the country of the country o	has not, directly or indirectly or indirectly or indirectly and it named project; and it re true and correct, and for New Jersey relies upon contract for the said projects been employed or reterstanding for a committees or bona fide establishment.	rectly, entered into n restraint of free hat all statements d made with ful on the truth of the ect.
Subscribed and sworn to Before me this day200			
		(Signature of Affiant)	
(Signature of Notary Public)		(Typed or Printed Name of A	Affiant)
My Commission expires			
(Month, D			

CORPORATE DISCLOSURE STATEMENT

	I certify that the list below contains the names an issued and outstanding stock of the undersigned.	d addresses of all stockholders holding 10% or more of the
	I certify that no one stockholder owns 10% or more	of the issued and outstanding stock of the undersigned.
	Partnership	
	Corporation	
	Sole Proprietorship	
]	PLEASE CHECK THE APPROPRIATI	E BOXES ABOVE AND SIGN BELOW.
<u>Stockholders</u> <u>Addresses</u>		
-		
- 		
	THIS STATEMENT MUST BE INCLU	DED WITH YOUR BID SUBMISSION
	THIS STATEMENT WOST BETWEEN	DED WITH TOOK BID SUBMISSION
Subscrib	bed and sworn before me	(Affiant)
this	day of, 200	(Alliant)
	(Notary Public)	(Print Name and Title)
My Com	umission expires:	

COUNTY OF SALEM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum</u>	<u>Number</u>	<u>Dated</u>
Acknowledged for:		
	(Name	of Bidder)
By:		
		d Representative)
Name:		
Title:		

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR BID SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS BID ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR BID TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.